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20-11

A G R E E M E N T

New Providence Board of Education
and
New Providence Education Association
(Secretarial Unit)

1984-1986

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PREAMBLE

THIS AGREEMENT is entered into this 19th day of December, 1984, by and between the BOARD OF EDUCATION OF THE BOROUGH OF NEW PROVIDENCE (hereinafter called the "Board" or the "Employer") and the NEW PROVIDENCE EDUCATION ASSOCIATION (hereinafter called the "Association").

ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all secretarial employees of the Board, but excluding Confidential employees and Board Secretary.

B. Definition

Unless otherwise indicated, the term "secretary", when used hereinafter in this Agreement, shall refer to all nonprofessional employees represented by the Association in this negotiating unit.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of secretaries' employment. Such negotiations shall begin not later than November first of the calendar year preceding the calendar year in which this Agreement expires. Furthermore, items for negotiations must be presented to each side in writing not later than November eighth of such year. Any Agreement so negotiated shall apply to all secretaries, be reduced to writing and, after ratification, be signed by the Board and the Association.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Administrator is any person or persons acting in a supervisory capacity.
2. Aggrieved Person is the person or persons making the claim.
3. Grievance is a claim by a secretary or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a secretary or group of secretaries in accordance with the law.
4. Work Day shall be defined as a day when secretaries' attendance is required.
5. Immediate Supervisor that individual assigned by the Board to evaluate the grievant.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise affecting grievances of secretaries.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any secretary having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated shall be considered maximum at each level, and every effort should be made to expedite the process. Time limits specified may be extended or shortened by mutual agreement.

D. Sequence of Levels for Resolving Grievances

Level One Any secretary having a grievance shall, within fifteen (15) working days of the occurrence thereof, submit said grievance in writing to her immediate supervisor, and shall meet with the supervisor in an effort to resolve the matter.

Level Two If the aggrieved person is not satisfied with the

disposition of the grievance at Level One, or if no decision has been rendered within seven (7) work days after the presentation of the grievance, she may file the grievance in writing with the Superintendent of Schools within five (5) work days after the decision at Level One, or twelve (12) work days after the grievance was presented at Level One, whichever is sooner. In the event that the immediate supervisor is the Superintendent of Schools, the grievant shall proceed in accordance with the procedure and time schedule set forth in Level Three below.

Level Three .. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, she may, within five (5) work days after a decision by the Superintendent or fifteen (15) work days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing to the Board of Education. The Board shall have twenty-five (25) work days from submission to respond.

Level Four ... If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty-five (25) work days after the grievance was delivered to the Board, she may, within ten (10) work days after a decision by the Board, or thirty-five (35) work days after the grievance was submitted to the Board, whichever is sooner, submit the grievance to arbitration pro-

vided that the grievance concerns an alleged violation, misinterpretation or misapplication of the terms of this Agreement. This level shall be the terminal step for all other grievances.

(a) Procedure for Invoking Arbitration

The demand for a list of arbitrators shall be made to the Public Employment Relations Commission in accordance with its rules and regulations.

(b) Jurisdiction of the Arbitrator

In rendering a decision the arbitrator shall be limited to the facts as presented. The arbitrator shall not have the authority to add to, modify or detract from the specific or express terms of the Agreement. The decision shall be rendered in writing and shall be binding.

(c) Costs of Arbitration

The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

(d) Exclusions from Arbitration

The following shall be excluded from advisory arbitration:

- (1) The failure or refusal of the Board to renew the contract of a nontenured employee;
- (2) In any matter wherein a specific method of review is set forth by law, or by any rule, regulation or order of the State Commissioner of Education or the State Board of Education;
- (3) Any complaint by any personnel occasioned by the appointment or lack of appointment, or retention or lack of retention, in any position for which tenure is either not possible or not required;
- (4) In matters where the Board is without authority to act;
- (5) Any matter in which a petition in the district has been filed before the Division of Controversies and Disputes of the office of the Commissioner of Education, whether or not covered by (1) through (4) set forth heretofore.

E. Rights of Secretaries to Representation

1. Any aggrieved person may be accompanied at all stages, including Level One of the grievance procedure, by her representative. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Any participant in the grievance process shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by reason of such participation.

F. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of secretaries, the Association may initiate such grievance by submitting it in writing to the Superintendent of Schools directly, and the processing of such grievance shall be commenced at Level Two. This grievance shall be signed by at least one of the secretaries who claims to be an aggrieved person.
2. The form of processing grievances shall be that currently in use by the Association and the Board.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only the aggrieved person and her designated or selected representatives, Association representatives heretofore referred to in this Article and appropriate administrative representatives.
4. Decisions rendered at all levels of this procedure shall be in writing setting forth the decision and the reasons therefor.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate griev-

ance file and shall not be kept in the personnel file of any of the participants.

6. The Association may initiate and process a grievance through all levels of this procedure even though the aggrieved person does not wish to do so.

ARTICLE IV
ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, public information concerning the financial resources of the district and such other public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the secretaries, together with public information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any secretary participates during working hours in mutually scheduled negotiations, grievance proceedings or conferences or meetings with any administrator, the Board, or any Board member or representative, the secretary shall suffer no loss in pay.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Association shall follow the existing procedure to acquire such building use.
- D. The Association and its representatives shall have the right to use school facilities and equipment, including typewriters, mimeograph

machines, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Board of Education photocopier and other equipment will also be available for Association use on a limited special need basis with one (1) day's advance notice to the office of the Superintendent. The Association shall pay for the actual cost of all materials and supplies incident to such use. The Association will replace or repair equipment damaged as a result of such use.

- E. The Association shall have the right to utilize existing bulletin boards in faculty lounges or teacher dining rooms. The Association shall, at its option, have the right to exclusive use of bulletin boards to be provided by the Association. In such event, the size and location of new bulletin boards shall be mutually agreed to by the Association and the Superintendent.
- F. For the life of this Agreement, the Board agrees to provide office space to the Association. The location of such space shall be determined mutually by the Board and the Association, subject to the Board's right to utilize said office space, if needed, for other educational purposes. In such event, the Board and the Association shall mutually determine an alternate location. The Association shall be allowed to have a telephone installed in such office at its own expense.

G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the secretaries, and to no other labor organization. In the event of an election to determine the exclusive representative of the secretaries, this provision shall not be in effect from the time an election is either consented to or ordered until the completion of the election.

H. The President of the Association may request to be released from his/her assigned duty on an individual case basis as the need arises to conduct Association business. The building principal will evaluate these requests and approve them when it appears that such approval will be of mutual benefit to the Board of Education and the Association.

As a condition of granting the released time to the Association President, the building principal may request that the Association President provide for coverage of his/her assigned duty.

I. The rights provided hereunder shall not be cumulative and not separate from nor additional to rights provided in other agreements.

ARTICLE V

SECRETARIES' RIGHTS

- A. Pursuant to the Employer-Employee Relations Act, the Board and the Association agree that every member of the unit shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from such activities. The Board and the Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by the Employer-Employee Relations Act, or other laws of New Jersey or the constitutions of New Jersey or the United States.
- B. Nothing contained herein shall be construed to deny or restrict to any secretary such rights as she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to secretaries hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any secretary is required to appear before the Superintendent, the Board or any committee thereof for a meeting or conference, the purpose of which adversely concerns the continuance of that secretary in her office, position or employment or adversely

concerns salary or any increments pertaining thereto, she shall be given prior written notice of the reason for such meeting or conference and shall be entitled to have a representative of the Association present to advise and represent her during such meeting or conference, provided that no unreasonable delay shall be incurred in the scheduling of such meeting due to a lack of representation.

ARTICLE VI

BOARD'S RIGHTS

- A. The Association recognizes that the Board has certain powers, rights, authorities, duties and responsibilities vested in it by the laws of the State of New Jersey and of the United States. It is understood that these include the rules and regulations included in the New Jersey Administrative Code, an official publication of the State of New Jersey, as well as requirements coming from the New Jersey Commissioner of Education in the form of memoranda.
- B. In exercise of its discretionary authority, as aforesaid, the Board reserves the right to implement decisions except as limited by the specific terms of this Agreement. Insofar as these decisions affect or modify the terms and conditions of employment specified in this contract, the Board agrees to negotiate the impact of such changes prior to implementation.
- C. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right through the Administration, in accordance with applicable laws and regulations:
 - 1. To direct secretaries within the scope of their contracts in compliance with Board policy;
 - 2. To hire, promote, transfer, assign and retain secretaries in

positions within the school district, and to suspend, demote, discharge or take other disciplinary action against secretaries;

3. To relieve secretaries from duties for just cause;
4. To maintain the efficiency of the school district operations entrusted to them;
5. To determine the secretarial staff by which school district operations are to be conducted; and
6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII

WORK YEAR

A. Ten-Month Secretaries

Ten-month secretaries shall begin their duties on the first weekday of September and follow the school calendar until the last working day in June.

B. Twelve-Month Secretaries

Twelve-month secretaries' work year shall be from July 1 to June 30.

C. Holidays

Twelve-month secretaries shall be given thirteen (13) paid holidays per year. Ten-month secretaries shall be given all of the holidays of the twelve-month secretaries which occur during their work year.

D. N.J.E.A. Convention Days

Any secretary attending the N.J.E.A. convention shall receive no more than two (2) days' leave for said purpose with pay, provided she has requested permission from the Superintendent to attend such convention, and provides a certificate of attendance upon her return in accordance with State law.

ARTICLE VIII

WORK DAY

- A. The normal work day for secretaries shall be seven and one-half (7-1/2) hours per day which shall be in addition to a one-half (1/2) hour lunch period which shall be scheduled by the immediate supervisor.
- B. Any time worked in excess of forty (40) hours per week shall be compensated at the rate of time and one-half (1-1/2) if such additional work has received prior approval from the immediate supervisor.
- C. On the days before the Thanksgiving holiday and the Christmas holiday, the work day for secretaries shall end one (1) hour after that of pupils.

ARTICLE IX

VACATION

- A. Twelve-month secretaries shall be entitled to the following vacation time:

<u>Completed Service by July 1</u>	<u>Vacation</u>
Less Than 1 Year	1 Day for Each Month of Completed Service Up to a Maximum of 10 Days
1 Through 5 Years	10 Days
6 Through 13 Years	15 Days
14 or More Years	20 Days

- B. Twelve-Month Secretaries

Vacation time shall be taken subject to the approval of the secretary's immediate supervisor and the Superintendent of Schools. All vacation should be completed during the months of July and August. However, in the event an employee requests and is granted approval to take vacation during time other than July and August, no additional expense will be borne by the Board of Education as a result of such vacation scheduling.

- C. Ten-Month Secretaries

If an employee moves from a ten- (10) month position to a twelve- (12) month position, each year of service in the ten- (10) month position shall count as a full year of service for vacation purposes.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

Personal Illness/Family Illness

Allowances for absence at full salary:

1. Secretaries shall be allowed sick/family illness leave with full pay for seventeen (17) working days for twelve- (12) month secretaries and fifteen (15) working days for ten- (10) month secretaries beginning with July 1st and ending June 30th of each school year. If any such secretary requires less than this specified number of days of sick/family illness leave with pay allowed, all days of such leave not utilized that year shall be cumulative up to a total of fifteen (15), to be used for additional sick/family illness leave as needed in subsequent years without limitation.
2. Sick/family illness leave is hereby defined to mean the absence from one's post of duty because of personal disability due to illness or injury, or because of exclusion from school by a personal physician or the district's medical authorities because of contagious disease or being quarantined for such a disease in the immediate household, or in the case of illness of a parent, sister,

brother, wife, husband, child or any relative living at the secretary's home.

3. If an employee is absent for four (4) consecutive working days or more for any of the reasons set forth above, the employer may require acceptable medical evidence of said illness. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate provided to the Board. If a pattern of sick days evolves for any particular employee such that the employer suspects abuse of sick leave, the Board shall have the right to require acceptable medical evidence in the form of a doctor's certification at any time.
4. The Board, in its discretion, may grant additional sick leave without the loss of pay.

B. Personal Leave

All secretaries, upon written request to the Superintendent three (3) days in advance of the date of the leave requested, shall be entitled to three (3) personal leave days annually with no reason stated. It is agreed, however, that:

- (1) These days will not be used for matters of entertainment, recreation or shopping, etc., and will be used to conduct those matters of importance that cannot be transacted outside of normal school hours;

- (2) These days will not be taken during the first or last week of the school year;
- (3) These days will not be taken immediately before or after a vacation day when school is closed;
- (4) If more than one (1) personal day is to be taken consecutively, including Monday-Friday combinations, reasons will be given at the time that permission to utilize the particular day is sought.

C. Bereavement Leave

- 1. Absence of five (5) days without loss of salary shall be allowed a secretary in case of death of the following in her immediate family or household: mother, father, sister, brother, daughter, son, wife, husband, mother-in-law or father-in-law. If at a later date circumstances directly related to the death necessitate additional absence, this provision providing for up to five (5) days may be granted at the discretion of the Superintendent.
- 2. In case of death of grandparent, niece, nephew, aunt, uncle, sister-in-law or brother-in-law not living with the immediate family, no deduction shall be made for absence on the day of the funeral to permit attendance.

D. Allotment of Days

1. If, in the opinion of the Superintendent, unusual circumstances warrant that an exception be made in the allotment of days for death in the immediate family, or absence for personal reasons, unused days in all of the above categories may be transferred to the advantage of the secretary provided that the total number of days requested without deduction does not exceed eight (8).
2. In each instance the approval of the Superintendent must be obtained in writing.

ARTICLE XI

SALARY

- A. The salary guide for each employee covered by this Agreement is set forth in Appendix I which is attached hereto and made a part hereof.
- B. When a payday falls on or during a school holiday, vacation or weekend, the present practice of issuing pay checks on the last preceding working day shall be continued.
- C. The Board shall provide on an individual basis for deductions to the Union County Teachers Federal Credit Union. Deductions must be in even dollar amounts divisible by two (2), with a minimum permissible amount of two (\$2.00) dollars. Authorization cards must be in the Union County Teachers Federal Credit Union office by July 15th of each school year for September 1st deduction.
- D. The Board shall provide, on an individual basis, for deductions from salaries to a tax-deferred annuity program. The carrier or broker for multiple carriers shall be mutually decided by the Board and the Association. In the event of multiple carriers, the Board of Education offices shall be responsible to one (1) custodian, thereby representing no increase in office work load.
- E. If a secretary is transferred or reassigned to a higher paying position, her salary shall be increased in accordance with the classification of the new position.

ARTICLE XII

INSURANCE

- A. The Board shall pay the full premium for the Connecticut General health insurance program currently in effect in the district.
- B. The Board shall provide dental insurance coverage for employees and their dependents in accordance with the Connecticut General dental insurance program in effect in the district.
- C. The Board reserves the right to name the carrier to underwrite medical care benefits and to change said carrier, so long as substantially similar benefits are provided.
- D. Insurance coverage will terminate at the end of the month of the effective date of the resignation of the employee. In the event of summer resignation, June 30th will be considered the termination date.
- E. The Board shall provide each secretary with a description of the health care coverage provided under this Article.
- F. In the event of an unpaid leave of absence, an employee shall pre-pay premiums for the period of the employee's leave in order to avoid a break in coverage.

ARTICLE XIII

RETIREMENT

An employee who qualifies for retirement with the pension fund and who retires from the district shall be provided with a terminal leave benefit. The amount of this benefit will be determined by multiplying the number of unused accumulated sick leave days by thirty (30) percent of the retiree's per diem salary rate at the time of retirement.

In the event of death of the employee prior to retirement, his/her estate shall receive such payment.

ARTICLE XIV

IMPROVEMENT OF SKILLS

- A. The Board, recognizing the need to maintain an effective secretarial staff, will pay for appropriate institutes and workshops, as may be determined by the Superintendent.
- B. When programs of interest come to the attention of any secretary, she should so inform the Superintendent of Schools. Attendance at such institutes and workshops will be subject to the approval of the Superintendent of Schools on behalf of the Board of Education, and the Superintendent shall have the authority to approve payment of all or part of the registration fees involved.

ARTICLE XV
DEDUCTIONS FROM SALARY

A. Dues

The Board agrees to deduct from the salaries of secretaries dues for the Association, the Union County Education Association and the New Jersey Education Association if said secretary individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made.

B. Indemnification

The Association hereby agrees to hold the Board of Education harmless against any and all claims, suits or other liabilities occurring as a result of the implementation of this dues deduction provision.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual secretary shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.
- D. Each secretary shall be evaluated at least once each year. The secretary shall be given a copy of the completed evaluation form, shall be afforded a conference to discuss the form and shall be permitted to attach to the file copy any written responses she may desire to make.

E. Both parties to the agreement recognize that the Commissioner of Education has ruled that where a reduction in force takes place tenured secretaries affected thereby who are qualified to perform the work of a non-tenured employee shall displace the non-tenured person. Similarly, a more senior employee qualified to perform the work of a less senior person shall displace the less senior person. In either event, no employee shall have the right to placement in a higher classification than that which she held.

It is agreed that the Board will continue to abide by the law in this regard and that any disagreement shall be solely for the Commissioner of Education.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1984, and shall continue in full force and effect until June 30, 1986. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and negotiating committee chairpersons, and their corporate seals to be placed hereon.

SIGNED AND SEALED this 19th day of December, 1984.

NEW PROVIDENCE EDUCATION
ASSOCIATION

BOARD OF EDUCATION OF THE
BOROUGH OF NEW PROVIDENCE

BY Jean Peotter
Jean Peotter President

BY Patricia A. McDonald
Patricia A. McDonald President

BY Susan Iatesta
Susan Iatesta Secretary

BY Robert A. Lachenauer
Robert A. Lachenauer Secretary

APPENDIX I
1984-1985 SALARY GUIDE FOR SECRETARIES

<u>Position</u>	<u>Bookkeeper</u>	<u>Secretary I</u>	<u>Secretary II</u>	<u>Secretary 10-Month</u>
Step 1	\$17,740	\$16,202	\$14,843	\$12,358
2	18,331	16,852	15,493	12,891
3	18,922	17,503	16,144	13,453
4	19,514	18,153	16,794	14,014
5	20,223	18,804	17,444	14,535

APPENDIX II
1985-1986 SALARY GUIDE FOR SECRETARIES

<u>Position</u>	<u>Bookkeeper</u>	<u>Secretary I</u>	<u>Secretary II</u>	<u>Secretary 10-Month</u>
Step 1	\$19,248	\$17,580	\$16,105	\$13,409
2	19,889	18,285	16,810	13,987
3	20,531	18,991	17,516	14,597
4	21,173	19,696	18,221	15,205
5	21,942	20,402	18,927	15,770